

Lease

This Lease is made on **November 17, 2023** ,

BETWEEN the Tenant(s) **James Prusarczyk**
Sandra Prusarczyk

whose address is **180 Jackson Street**
Matawan, NJ 07747

referred to as the “Tenant,”

AND the Landlord **Peter Maurer**
Pamela Maurer

whose address is **182 Jackson Street**
Matawan, NJ 07747

referred to as the “Landlord.”

The word “Tenant” means each Tenant named above.

1. Property. The Tenant agrees to rent from the Landlord, and the Landlord agrees to lease to the Tenant, the Apartment located at **180 Jackson Street, Matawan, NJ 07747** referred to as the “Apartment.”

2. Term. The term of this Lease is for **two(2) years** starting on **December 1, 2023** and ending **November 30, 2025**. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Apartment at the start of this Lease. However, rent will only be charged from the date on which possession is made available and if the Landlord cannot give possession within 30 days, the Tenant may cancel this Lease.

3. Rent. The Tenant agrees to pay \$ **60,000.00** as rent, to be paid as follows: \$ **2,500.00** per month, due on the **1st** day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of \$ **100.00** as additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of \$ **100.00** as additional rent for any dishonored check.

4. Security Deposit. The Tenant has deposited \$ **3,750.00** with the Landlord as security that the Tenant will comply with all of the terms of this Lease. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit, together with any accrued interest not previously paid to the Tenant or applied against rent, if any, within 30 days after the end of the Lease, including any extension. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant’s occupancy, and demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells the property, the Landlord shall transfer the deposit to the new owners for the Tenant’s benefit and shall notify the Tenant. The Landlord will then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes depositing the security deposit in an interest-bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution and the amount of the security deposit being held. Interest due the Tenant will be credited as rent on each renewal date of this Lease.

5. Landlord’s Agent. The Landlord authorizes the following person(s) to manage the property on behalf of the Landlord (name(s) and address(es)): **NA**

6. Use of Property. The Tenant may use the Apartment only as a private residence for the following persons:
family members only

referred to as “household members.” The Tenant will not keep anything in the Apartment that is dangerous, flammable, explosive or might increase the danger of fire or any other hazard. No dogs, cats, or other animals are allowed in this Apartment without the Landlord’s prior written consent.

7. Utilities. The Landlord will pay for the following utilities:

☐ cold water ☐ hot water ☐ electricity ☒ heat ☐ air conditioning ☐ gas

The Tenant will pay for the following utilities as additional rent:

☒ cold water ☐ hot water ☐ electricity ☐ heat ☐ air conditioning ☐ gas

The Tenant will pay for the following utilities directly to the utility provider:

☐ cold water ☒ hot water ☒ electricity ☐ heat ☒ air conditioning ☒ gas

- 8. Eviction.** The Tenant may be evicted if the Tenant does not pay the rent when it is due, or does not comply with all the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs of re-entering, re-renting, cleaning and repairing the Apartment. Rent received from any new tenant will reduce the amount owed the Landlord.
- 9. Payments by Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease
- 10. Care of the Apartment.** The Tenant has examined the Apartment, including the living quarters, all facilities, furniture and appliances, and is satisfied with its present physical condition. The Tenant agrees to maintain the Apartment and property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Tenant will remove all the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out. The Tenant must get the Landlord's prior written consent to alter, improve, paint or wallpaper the Apartment. Alterations, additions and improvements become the Landlord's property.
- 11. Repairs by Landlord.** If the Apartment is damaged or needs repair, the Tenant must promptly notify the Landlord, who will have a fair amount of time to make repairs. If the Tenant must leave the Apartment because of damage not resulting from the Tenant's act or neglect, the Tenant will not have to pay rent until the Apartment is repaired. If the Apartment is destroyed, this Lease will end and the Tenant will pay rent up to the date of destruction. The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for anything beyond the Landlord's control. The Tenant may not put any signs or projection (such as a TV or radio antenna) in or out of the windows or exteriors of the Apartment without the Landlord's prior written consent.
- 12. Compliance with Laws.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering this Apartment.
- 13. No Waiver, Assignment or Sublease.** The Landlord does not give up any rights by accepting rent or by failing to enforce any terms of this Lease. The Tenant may not sublease the Apartment or assign this Lease without the Landlord's prior written consent.
- 14. Entry by Landlord.** Upon reasonable notice, the Landlord may enter the Apartment to provide services, inspect, repair, improve or show it. The Tenant must notify the Landlord if the Tenant will be away for 10 days or more. In case of emergency or Tenant's absence, the Landlord may enter the Apartment without the Tenant's consent.
- 15. Quiet Enjoyment.** The Tenant may live in and use the Apartment without interference subject to this Lease.
- 16. Subordination.** This Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the premises that include the Apartment. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.
- 17. Injury or Damage.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.
- 18. Renewals and Changes in Lease.** The Landlord may offer the Tenant a new Lease to take effect at the end of this Lease. The new Lease may include reasonable changes. The Tenant will be notified of any proposed new Lease at least sixty (60) days before the end of the present Lease. If no changes are made, the Tenant may continue to rent the Apartment on a month-to-month basis (with the rest of the Lease remaining the same). In either case the Tenant must notify the Landlord of the Tenant's decision to stay or to leave at least thirty (30) days before the end of the term. Otherwise, the Tenant will be responsible under the terms of the new Lease.
- 19. Notices.** All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Landlord may be sent to the Landlord's Agent.
- 20. Rules.** The Tenant will not interfere with the quiet enjoyment of any other Tenant. The Tenant will comply with all rules that are attached to this Lease and upon reasonable notice accept reasonable changes in such rules made by the Landlord. The Tenant will likewise be responsible for the acts of the Tenant's household members and visitors.
- 21. Validity of Lease.** If a clause or provision of the Lease is legally invalid, the rest of this Lease remains in effect.
- 22. Entire Lease.** All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord. The Landlord, each Tenant and all who lawfully succeed to their rights and responsibilities are bound by this Lease.
- 23. Lead Paint Lease Disclosure.** The Landlord, Tenant and Agent (if any), have signed the "Disclosure to Tenants" form for lease of residential property (if the housing was built before 1978). For all such above leases the tenant has also been provided with a copy of the EPA pamphlet, "Protect Your Family from Lead in Your Home," 42 U.S.C. 4852d; 24 C.F.R. 35.88; 40 C.F.R. 745.107.
- 24. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.)** In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, the Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, the Landlord shall provide the Tenant with a written copy of the most recent test results.

25. Flood Hazard Area. The Tenant acknowledges that the Property ☐ is ☒ is not located within a flood hazard area.

26. Attorneys’ Fees. The Tenant shall pay the Landlord’s costs incurred in the collection of any moneys owed the Landlord hereunder, costs related to any eviction action, and costs incurred by the Landlord in performing the Tenant’s obligations, together with reasonable attorneys’ fees in connection therewith. **IF THE TENANT IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE TENANT SHALL RECOVER ATTORNEY’S FEES OR EXPENSES, OR BOTH FROM THE LANDLORD TO THE SAME EXTENT THAT THE LANDLORD IS ENTITLED TO RECOVER ATTORNEY’S FEES OR EXPENSES, OR BOTH AS PROVIDED IN THIS LEASE.**

27. Signatures. The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

_____	_____ (Seal) Peter Maurer , Landlord
_____	_____ (Seal) Pamela Maurer , Landlord
_____	_____ (Seal) James Prusarczyk, Tenant
	_____ (Seal) Sandra Prusarczyk, Tenant